

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNIVERSAL MUSIC GmbH d/b/a BRAVADO,)
Plaintiff,) Case No. 20-cv-4157
v.)
THE INDIVIDUALS, CORPORATIONS, LIMITED)
LIABILITY COMPANIES, PARTNERSHIPS AND)
UNINCORPORATED ASSOCIATIONS IDENTIFIED ON)
SCHEDULE A HERETO,)
Defendants.)
Judge Gary Feinerman

FINAL JUDGMENT ORDER

This action having been commenced by UNIVERSAL MUSIC GmbH d/b/a BRAVADO (“Plaintiff” or “VOLBEAT”) against the defendants identified in attached First Amended Schedule A using certain Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified in First Amended Schedule A (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, through the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, such notice being reasonably calculated under all circumstances to apprise Defaulting Defendants of

the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase counterfeit products bearing or employing the VOLBEAT Trademark.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the VOLBEAT Trademark in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine

VOLBEAT product or is not authorized by Plaintiff to be sold in connection with the VOLBEAT Trademark;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine VOLBEAT product or any other product produced by Plaintiff, that is not Plaintiff's or is not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the VOLBEAT Trademark;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing the VOLBEAT Trademark and damaging Plaintiff's goodwill;
- e. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear or employ any of the VOLBEAT Trademark;
- f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and
- g. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing or employing the VOLBEAT Trademark that is not a genuine VOLBEAT

Product or is not authorized by Plaintiff to be sold in connection with the VOLBEAT Trademark.

2. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces including iOffer, DHgate social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within ten (10) business days of receipt of this Order:
 - a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the VOLBEAT Trademark, including any accounts associated with the Defaulting Defendants listed in First Amended Schedule A attached hereto;
 - b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the VOLBEAT Trademark; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified in First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
3. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff are awarded statutory damages from each of the Defaulting Defendants Counts I, II and III of the Complaint in the amount of one hundred thousand dollars (\$100,000) per Defaulting Defendant for the willful use of the VOLBEAT Trademark on counterfeit products sold through at least the Defendant Internet Stores.

4. DHgate shall, within ten (10) business days of receipt of this Order, release to Plaintiff all monies currently restrained in Defaulting Defendants' financial accounts held by DHgate as partial payment of the above-identified damages.
5. In the event that Plaintiff identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 1 to the Declaration of Alexa Struck and any e-mail addresses provided for Defaulting Defendants by third parties.
6. The ten thousand-dollar (\$10,000) surety bond posted by Plaintiff, including any interest minus the registry fee, is hereby released. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Final Judgment.

Dated: March 9, 2021



The Honorable Gary Feinerman
United States District Court Judge

FIRST AMENDED SCHEDULE A

Doe	Seller Name
1	amesion85
2	yubin11
3	yubin1
4	yuxin0002
5	funnyteesstore
6	lijian58
7	pingguo5
8	jie033
9	lijian066
10	happycup
11	hx2093673809
12	lijian70
13	yubin10
14	gali2
15	jie45
16	futurename
17	shangshenglingshig
18	caisemao1
19	gali1
20	jie038
21	wenlong1
22	jie032
23	lijian034
24	amesion05ljl
25	linnan007
26	jie039
27	lijian046
28	fishclub
29	tigerball
30	linnan00002
31	zhangjingxin27
33	torymi
34	your suger
35	A76538300
36	adidascup
37	adidastshirt
38	ahourstore
39	allin1cases
40	allweshop
41	alturasthreads
42	amazingdown
43	amesion02
44	amesion09ljl
45	amesion2409

46	amesion2508
47	amesion30
48	amesion41
49	amesion46
50	amesion47
51	amesion59
52	amesion60
53	amesion82
54	amesion86
55	amesion92
56	Angelshirt
57	Armanitshirt
58	baishi1
59	baishi10
60	baishi2
61	baishi5
62	banbostore
63	banwanyue2
64	bincheng1
65	bincheng2
66	bincheng5
67	bincheng6
68	bincheng7
69	bincheng8
70	bincheng9
71	biyue1
72	biyue4
73	biyue7
74	biyue8
75	biyue9
76	brandsupply
77	burberryshirt
78	caisemao08
79	chaneltshirts
80	Classicclobber
81	clothing_dealss
82	cloudtshirt
83	colourfashion
84	conbostore
85	Dappachappy
86	ddgxx
87	deepseastation
88	demierrr
89	designlife
90	diortshirts
91	dragonballtshirt
92	eatipstore
93	fanyumaoyi02

94	fanyumaoyi03
95	fanyumaoyi06
96	fanyumaoyi07
97	fanyumaoyi09
98	fanyumaoyi10
99	Fayshowstore
100	fgtt119
101	fightershop
102	fittingstore
103	fourcup
104	free_will_shirts
105	funnybonetees
106	funnymentee
107	funnytee
108	funnytshirt
109	futuretshirts
110	gali4
111	gali5
112	gali7
113	gali8
114	gaobei06
115	gaobei07
116	Geshstore
117	gooddonnedmyg
118	goodyuns
119	gucciteeshirt
120	guccitshirts
121	hahaonecup
124	italynest
125	jie030
126	jie037
127	jie2
128	jie21
129	jie4
130	jie40
131	jie42
132	jie46
133	jie51
134	jie53
135	jie56
136	jie58
137	jie59
138	jie9
139	jingyan002
140	jingyan004
141	jingyan006
142	jingyan008
143	jingyan009

144	ktmsky
145	ktmtshirt
146	lanshiren5
147	leektg
148	lifeiscrap
149	liguo0029
150	liguo0035
151	liguo0036
152	liguo0042
153	liguo0048
154	liguo0054
155	liguo0059
156	lijain91
157	lijian035
158	lijian036
159	lijian04
160	lijian044
161	lijian047
162	lijian062
163	lijian063
164	lijian069
165	lijian17
166	lijian18
167	lijian53
168	lijian56
169	lijian59
170	lijian73
171	lijian74
172	lijian76
173	lijian84
174	lijian85
175	lijian86
176	lijian87
177	linnan00004
178	linnan00009
179	linnan0001
180	linnan0002
181	linnan0007
182	linnan001
183	linnan0010
184	linnan005
185	ll_shop
186	lm31tshirt
187	lm32tshirt
188	Lontimestore
190	lvtee
191	lvshirts
192	margat

193	mayshowstore
194	menstshirts44
195	mhostore
196	micky_tees
197	mochostore
198	Moilystore
199	Mvptshirt
200	nikecup
201	nikktm
202	peng02
203	peng04
204	Pepitaprint
205	pianetaoutlet
206	Pingcup
207	pingguo1
208	pingguo2
209	Pingguo4
210	pingguo6
211	pingguo8
212	pingguo99
213	pradateeshirt
214	pradatshirts
215	Printee
216	printshirts
217	qz106152964
218	Qz1409088365
219	qz1538381382
220	qz2878193779
221	qz3183389644
222	qz710418820
223	restdaystore
224	revolvertees
225	Shirt Club
226	shirtmall
227	shirtquarters
228	shirts164d1
229	shitan10
230	Shitan8
231	Shop4you2018
232	sillyboytshirts
233	societhirty
234	spidermantees
235	spreadsshirt
236	supertoyou
237	tee_spirit
238	teegood
239	tees1988
240	teespringsshirtee

241	topclassaa
242	tshirtkidd
243	twicecup
244	upcup
245	valentinoteeshirt
246	valentinotshirts
247	versacetshirt
248	vistaprinthirt
249	wayslestore
250	wellcup
251	xm23tshirt
252	xsy17tshirt
253	Xsy18tshirt
254	xsy19tshirt
256	yage_shop
257	yellowcup
258	yg02tshirt
259	yg03tshirt
260	yg05tshirt
261	yg06tshirt
262	yg08tshirt
264	yohistore
265	yubin01
266	yubin02
267	yubin03
268	yubin08
269	yubin09
270	yunwa01
271	yunwa02
272	yuxin0001
273	yuxin0003
274	yuxin0006
275	yuxin0008
276	yuxin0010
277	yuxin002
278	yuxin005
279	yuxin007
280	yuxin008
281	yuxin07
282	yuxin10
283	zhangjingxin
284	zhangjingxin01
285	zhangjingxin04
286	zhangjingxin05
287	zhangjingxin08
288	zhangjingxin2
289	zhangjingxin25
290	zhangjingxin35

291	zy88stees
293	bmw8090
294	lazsell
295	shinning168